



RESOLUTION NO. R14-58

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING AND APPROVING THE FIRST AMENDMENT TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE MONO COUNTY SHERIFF'S OFFICERS' ASSOCIATION (ALSO KNOWN AS THE DEPUTY SHERIFFS' ASSOCIATION), AND RESCINDING THE LAYOFFS OF CERTAIN EMPLOYEES REPRESENTED BY SAID ASSOCIATION

**WHEREAS**, pursuant to Board Resolution R14-52, adopted on September 16, 2014, the County laid off County employees in certain designated positions, including two positions represented by Mono County Sheriff's Officers' Association (also known as the Deputy Sheriffs' Association ("DSA")) pursuant to Section 600 et. seq. of the Personnel System applicable to the DSA; and

**WHEREAS**, the County is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations regarding impacts of layoffs to members of employee organizations; and

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

**WHEREAS**, the County is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

**WHEREAS**, representatives of the County and the DSA met, conferred, and reached mutually-acceptable terms for an amendment to the 2014-2017 Memorandum of Understanding (MOU), a copy of which is attached hereto as an exhibit and incorporated herein by this reference, in exchange for the County's agreement to rescind the two layoffs issued to the DSA employees.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that:

1. The proposed First Amendment to the 2014-2017 Memorandum of Understanding ("MOU") between the County of Mono and the Mono County Sheriff's Officers' Association, a copy of which is attached hereto as an exhibit is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the First Amendment to the 2014-2017 MOU are hereby prescribed for the employee classifications represented by that Association. The Chair of the Board of Supervisors shall execute said First Amendment to the 2014-2017 MOU on behalf of the County; and

//

//

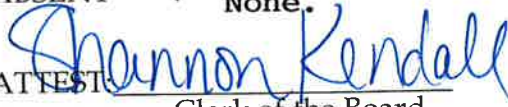
//

//

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28
2. The layoffs of certain employees in positions represented by the DSA (one sergeant and one deputy sheriff II) pursuant to Board Resolution R14-52, and the layoff notices subsequently issued to those employees, shall be rescinded concurrent with, and contingent upon, the adoption of the First Amendment to the 2014-2017 MOU between the County of Mono and the Mono County Sheriff's Officers' Association.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of **October**, 2014, by the following vote:

AYES	:	Supervisors Alpers, Fesko, Hunt, Johnston & Stump.
NOES	:	None.
ABSTAIN	:	None.
ABSENT	:	None.

  
ATTEST  
Sr. Dpty. Clerk of the Board

  
LARRY K. JOHNSTON, Chairman  
Mono County Board of Supervisors

APPROVED AS TO FORM:

  
COUNTY COUNSEL

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY AND THE MONO COUNTY SHERIFF'S OFFICERS'  
ASSOCIATION (AKA THE DEPUTY SHERIFFS' ASSOCIATION)**

This Agreement, between the County of Mono and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association) modifies portions of the Memorandum of Understanding (MOU) in effect from January 1, 2014, through December 31, 2016. In order to rescind the layoff notices for DSA classifications approved by the Board on September 16, 2014, and to correct an oversight in the original MOU language, the parties have agreed to add Article 6.F to the MOU, and to modify (amend) Article 6.B., and the last paragraph of Article 27 of the MOU (retroactively), to read as follows:

- **"ARTICLE 6. SALARY ADJUSTMENT/TERM**

B. Effective as of July 1, 2015, covered employees shall be eligible to earn or receive "step increases." And no time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or the 2012 Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU. Notwithstanding any provision in the Mono County Code or Mono County Personnel System to the contrary, each "step increase" provided pursuant to this MOU shall be equivalent to two and one half percent (2.5%) of the employee's base salary (a total of 10 steps, instead of 5, shall be available under this provision).

F. **FURLOUGHS**

1. Upon ratification of this MOU, each covered employee shall have a bank of forty (40) unpaid furlough hours for the 2014/2015 fiscal year. Any and all unpaid furlough hours shall have no monetary value, and if any given covered employee does not utilize said hours, he/she shall not be compensated in any way for failing to use said hours, provided, however, that the use of such hours was not unreasonably denied by the employee's department head. An employee shall request to use the unpaid furlough hours in the same manner as he/she is required to request the use of vacation time. Notwithstanding anything to the contrary, a department head, and/or the CAO, may require an employee to utilize unpaid furlough hours not yet utilized by an employee, at specified dates, and in the County's sole discretion.
2. Covered employees subject to this section shall have their base salary reduced in an amount equivalent to reducing their weekly work hours by the forty hours of unpaid furlough hours that they are responsible. As a result, the monthly paycheck for each employee will be reduced by that amount as uniformly as reasonably possible. The pay reduction for the 2014/2015 fiscal year shall be accounted for in however many pay periods of the 2014/2015

fiscal year remain after ratification of this MOU by the UNION and the COUNTY (which is expected to be nine (9) pay periods).

3. Notwithstanding any provision to the contrary, upon adoption of this MOU until December 31, 2015, there shall be no limit on vacation accrual for those covered employees subject to this Article. Beginning December 31, 2016, vacation accrual limits, as set forth in Article 12 above, shall again govern.
4. Notwithstanding any provision to the contrary, from October 1, 2014, through June 30, 2015, employees shall not be eligible to sell back vacation hours for monetary compensation.
5. Notwithstanding any provision to the contrary, any unpaid furlough hours taken pursuant to this Article shall not adversely affect any of the following:
  - i. Seniority;
  - ii. Leave Accruals;
  - iii. FTE Status;
  - iv. Health, dental, and/or vision insurance benefits;
  - v. Eligibility for health, dental, and/or vision insurance benefits;
  - vi. Longevity and/or an employee's eligibility date for longevity;
  - vii. Anniversary dates for step increases;
  - viii. Years of service for retirement purposes;
  - ix. Probationary periods;
6. Additionally, all things otherwise being equal, while the COUNTY's 401(a) Plan contribution to those covered employee's subject to this Article will necessarily decrease during the first two fiscal years covered by this MOU, the COUNTY agrees to hold harmless said contributions from the effect of the furloughs by providing a one-time contribution to the 401(a) Plan of a covered employee in the amount the COUNTY would otherwise have contributed to the 401(a) plan had said furloughs not been in effect, at the end of each applicable fiscal year. For example, if a covered employee normally had a base salary of \$100, and contributed 3% (i.e. \$3) of his/her base salary to his/her 457 Plan during the 2014/2015 fiscal year, the COUNTY would normally contribute \$3 to said employee's 401(a) Plan during that 2014/2015 fiscal year. But if, due to furloughs during the 2014/2015 fiscal year, 3% of the employee's base salary was reduced to a value of \$2, and the employee did not change his/her % contribution to his/her 457 Plan, absent this provision, the COUNTY would likewise only contribute \$2 (i.e. the new 3% value) to the employee's 401(a) Plan during the 2014/2015 fiscal year. However, in order to hold the employee's COUNTY contribution harmless, the COUNTY would make a one-time contribution of \$1 to the employee's 401(a) Plan at the end of the 2014/2015 fiscal year."

• “ARTICLE 27. EDUCATIONAL INCENTIVE PAY

Notwithstanding the foregoing, the maximum total additional compensation that may be received by an employee pursuant to this Article is twelve and a half percent (12.5%) of the sum of his or her base salary and longevity pay. For purposes of this Article, “base salary” means the range and step at which the employee is paid.”

**IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this First Amendment with the intent that it be effective for the period herein specified.**

  
\_\_\_\_\_  
**LARRY K. JOHNSTON, CHAIRMAN**  
**Mono County Board of Supervisors**

  
\_\_\_\_\_  
**SETH CLARK, PRESIDENT**  
**Mono County Sheriff's Officers' Association**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**MARSHALL RUDOLPH**  
**COUNTY COUNSEL**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**MICHAEL MCGILL**  
**ASSOCIATION NEGOTIATOR**